

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO**

WELLS FARGO BANK, N.A., AS
TRUSTEE, IN TRUST FOR THE
REGISTERED HOLDERS OF BANC OF
AMERICA COMMERCIAL MORTGAGE
INC., COMMERCIAL MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2007-
5,

Plaintiff,

v.

CENTURION CINCY LLC, ET AL.

Defendants.

CASE NO. 1:14-CV-00526-SJD

CHIEF JUDGE SUSAN J. DLOTT

CONSENT JUDGMENT IN MORTGAGE FORECLOSURE

It appearing that Centurion Cincy LLC ("Defendant") has defaulted on its obligations under the Note and Mortgage at issue herein, as more fully described and defined in the Amended Complaint in Mortgage Foreclosure filed on August 8, 2014 by Wells Fargo Bank N.A., as Trustee, in trust for the registered holders of Banc of America Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-5 ("Plaintiff"); and it further appearing that Plaintiff is the holder of the Note and Mortgage at issue in this action; and it further appearing that under the Note and Mortgage, as of June 25, 2014, the following sums are due and owing:

Principal:	\$ 14,290,000.00
Interest from 3/1/2014 through 6/25/14 at 5.989%:	\$ 275,766.83
Default Interest from 4/6/2014 through 6/25/14 at 4%:	\$ 127,022.22

Accommodation Fee:	\$ 16,641.10
Late Charges:	\$ 8,748.46
Interest on Advances:	\$ 876.12
Miscellaneous Advances:	\$ 3,110.45
Negative Tax Escrow:	\$ 146,359.51
Administrative Fees:	\$ 300.00
Attorneys' Fees and Costs as of 5/31/14:	\$10,904.35
Total:	\$ 14,879,729.04
Per Diem Regular Interest From and After 6/26/14:	\$ 2,377.30
Per Diem Default Interest From and After 6/26/14:	\$ 1,587.78

together with interest, additional attorneys' fees and costs incurred by Plaintiff through the conclusion of this matter; and it further appearing that the Mortgage at issue in this action secures the Indebtedness (as defined in the Amended Complaint); it is, accordingly, on this 12th day of November, 2014:

ORDERED, ADJUDGED, and DECREED that judgment in mortgage foreclosure is entered, in favor of Plaintiff, Wells Fargo Bank N.A., as Trustee, in trust for the registered holders of Banc of America Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-5, and against Defendant, Centurion Cincy LLC, as follows:

a. Fixing the amount due under the Note and Mortgage as of June 25, 2014 at \$14,879,729.04 for the amounts set forth above, together with continuing per diem regular interest thereon in the amount of \$2,377.30 per day from and after June 26, 2014 until the leasehold interests, together with the other rights and collateral pledged under the Mortgage and

UCC-1 Financing Statements at issue herein (individually, a "Leasehold Interest" and all of the foregoing, collectively, the "Leasehold Interests") are sold at foreclosure sale, together with continuing per diem default interest thereon in the amount of \$1,587.78 per day from and after June 26, 2014 until the Leasehold Interests are sold at foreclosure sale, together with any and all other amounts advanced by Plaintiff during the pendency of this action, together with additional costs and attorneys' fees incurred through the confirmation and completion of the foreclosure;

b. Finding that Plaintiff's Mortgage is a good and valid first lien on the Leasehold Interests, subject only to the liens of the Treasurer of Hamilton County, Ohio and the Treasurer of Butler County, Ohio, on the Leasehold Interests located in those counties respectively;

c. Foreclosing all right, title, lien, and equity of redemption, which Defendant and all those claiming by, through or under it has or had in the Leasehold Interests located at 2454 Kipling Avenue, Cincinnati, Hamilton County, Ohio; 2450 Kipling Avenue, Cincinnati, Hamilton County, Ohio; 2841 Boudinot Avenue, Cincinnati, Hamilton County, Ohio; 2859 Boudinot Avenue, Cincinnati, Hamilton County, Ohio; and 2960 Mack Road, Fairfield, Butler County, Ohio, as more fully described in Exhibit "A" hereto;

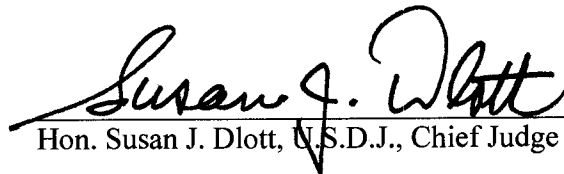
d. Finding that, pursuant to Section 11.2 of the Mortgage, Defendant has knowingly and voluntarily waived any and all statutory right of redemption, which Defendant and all those claiming by, through or under it has or had in the Leasehold Interests;

e. Ordering that the Leasehold Interests be sold at public foreclosure sale with the Receiver appointed in this action having the power and authority pursuant to 28 U.S.C. § 2001, et seq. to conduct said public foreclosure sale on such terms and conditions as it shall advertise and directing that Plaintiff be paid the amounts due under the Mortgage with interest, advances and costs;

f. Notwithstanding anything herein to the contrary, the judgment herein is *in rem* and only *in rem*, the Defendant being liable under this Order only to the extent of its interest in the Leasehold Interests, and further, as of the date of this Order, Plaintiff has no knowledge of any fact or circumstance which would entitle Plaintiff to see a deficiency judgment against Defendant under the Loan Documents; and

g. Ordering that this Court shall retain jurisdiction over this matter following the entry of this Order and through the completion of the foreclosure sale of the Leasehold Interests.

BY THE COURT:


Hon. Susan J. Dlott, U.S.D.J., Chief Judge